

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WASHINGTON STATE GAMBLING COMMISSION  
And  
THE SWINOMISH INDIAN TRIBAL COMMUNITY  
REGARDING PRE-CERTIFICATION LICENSING**

**Whereas**, the State of Washington ("State") and the Swinomish Indian Tribal Community ("Tribe") have executed a Class III Gaming Compact ("Compact"); and

**Whereas**, pursuant to the terms of that compact, the State and the Tribe have entered into a partnership for the regulation and control of all Class III gaming; and

**Whereas**, it is the intention of the parties to foster full cooperation between the Tribe and the State on the basis of a shared concern for the health and safety of all the members of the Tribe and citizens of the State as a result of Class III gaming on the Tribe's reservation; and

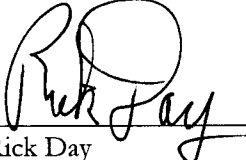
**Whereas**, the parties acknowledge the Washington State Gambling Commission ("WSGC") and the Swinomish Gaming Commission ("SGC") as co-regulators of the Tribe's gaming operation; and

**Whereas**, the Tribe has demonstrated a commitment and ability to effectively regulate its Class III gaming operation;


**Now, therefore**, pursuant to the co-regulatory authority vested in both the WSGC and the SGC as set forth in the Compact, the parties agree to the following pre-certification licensing procedure in order to allow potentially qualified Class III employees to start work at the Tribe's gaming facility in an expeditious manner;

Beginning on January 1, 2003, the Swinomish Gaming Commission may perform an initial criminal background check on an applicant who has applied for a Class III Tribal Gaming license by accessing the Washington State Courts Judicial Information System called; "***J.I.S. link***", (which is offered by the Administrator for the Courts to provide a facility to access court information), and/or the ***WATCH*** program offered by the Washington State Patrol

Dated this 6th day of December 2002

  
\_\_\_\_\_  
Rick Day  
Executive Director, WSGC

12-06-02  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Glen Edwards-Chair  
Tribal Gaming Commission

12-04-02  
\_\_\_\_\_  
Date



# Swinomish Gaming Commission

The Gaming Regulatory Agency of the  
Swinomish Indian Tribal Community

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GAMBLING COMMISSION  
DIRECTOR'S OFFICE

**COMMISSION MEMBERS:**

Glen Edwards-Chair

Susan Wilbur-Vice Chair

Lorraine Loomis

Leon John

Ray Williams

Gerry Koegel-Director of Gaming, Advisor

Brian Cladoosby-Tribal Chair, Ex Officio

December 4, 2002

Mr. Rick Day  
Executive Director  
Washington State Gambling Commission  
PO Box 42400  
Olympia, WA 98504-2400

**Re: Memorandum of Understanding**

Dear Director Day:

Currently there is an MOU in place between the Swinomish Gaming Commission and the Washington State Gambling Commission that cites in part that we will use the *WATCH* program sponsored by the Washington State Patrol for licensing background purposes.


We have taken a three month review of running the *Judicial Information System, (J.I.S. link)*, side by side with Watch, and find the J.I.S. link to be much more inclusive at about 50% the cost.

The Swinomish Gaming Commission then, is seeking a change in our standing MOU that would acknowledge that we will be using the J.I.S. link and/or the Watch program to aide in our efforts to conduct thorough background investigations.

Enclosed for your review and signature, are two original MOU's signed by Ms Susan Wilbur-Vice Chair of the Swinomish Gaming Commission. I would appreciate your signing and dating one of the originals and returning it to.

Thanks in advance for your consideration and continued cooperation.

Respectfully,

  
G. Koegel  
Director of Tribal Gaming

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WASHINGTON STATE GAMBLING COMMISSION  
and  
THE SWINOMISH INDIAN TRIBE**

**Whereas**, the State of Washington ("State") and the Swinomish Tribe ("Tribe") have executed a Class III gaming compact ("Compact"); and

**Whereas**, pursuant to the terms of the Compact, the State and the Tribe have entered into a partnership for the regulation and control of all Class III gaming; and

**Whereas**, Section VI.E of the Compact requires the Tribal Gaming Agency ("TGA") to forward to the State Gaming Agency ("SGA") copies of all completed investigation reports, as well as the final disposition for each report; and

**Whereas**, it is the intention of the parties to continue to foster full cooperation between the Tribe and the State on the basis of a shared concern for the health and safety of all the members of the Tribe and citizens of the State as a result of Class III gaming on the Tribe's reservation;

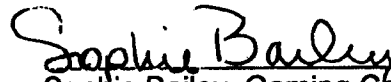
**Now, therefore**, in order to make the process of sharing report information and case disposition from the TGA with the SGA more efficient, the parties hereby agree to the following provisions:

1. Beginning on November 1, 2001, the SGA shall review all of the TGA reports on-site at the TGA office, and no copies will be forwarded to the SGA unless expressly requested.
2. Either party may terminate this Memorandum of Understanding by providing 60 days' written notice to the other party. In that event, the parties shall transmit and review TGA reports as set forth in Section VI.E of the Compact.

Dated this 16th day of October, 2001.



Rick Day  
Executive Director, WSGC



Sophie Bailey, Gaming Chairman  
Swinomish Tribe

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and  
THE SWINOMISH INDIAN TRIBAL COMMUNITY  
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**Whereas**, the State of Washington ("State") and the Swinomish Indian Tribal Community ("Tribe") have executed a Class III Gaming Compact ("Compact"); and

**Whereas**, pursuant to the terms of that compact, the State and the Tribe have entered into a partnership for the regulation and control of all Class III gaming; and

**Whereas**, it is the intention of the parties to foster full cooperation between the Tribe and the State on the basis of a shared concern for the health and safety of all the members of the Tribe and citizens of the State as a result of Class III gaming on the Tribe's reservation; and

**Whereas**, the parties acknowledge the Washington State Gambling Commission ("WSGC") and the Tribal Gaming Agency ("TGA") as co-regulators of the Tribe's gaming operation; and

**Whereas**, the Tribe has demonstrated a commitment and ability to effectively regulate its Class III gaming operation;

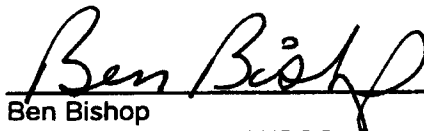
**Now, therefore**, pursuant to the co-regulatory authority vested in both the WSGC and the TGA as set forth in the Compact, the parties agree to the following pre-certification licensing procedure in order to allow potentially qualified Class III employees to start work at the Tribe's gaming facility in an expeditious manner:


1. Beginning on November 1, 2000, the TGA may perform an initial criminal background check on an applicant who has applied for a Class III Tribal gaming license by accessing the Washington State Patrol program called "Washington Access to Criminal History ("WATCH"), which is the State's repository for criminal history records.
2. The results and preliminary TGA determination will be submitted to the SGA, along with the completed application, the applicant's fingerprint cards, a current photograph which meets U.S. Passport specifications, and the fee required for state certification.
3. The TGA and the SGA agree that only applicants who meet the minimum requirements and specific criteria as set forth in this Memorandum of Understanding ("MOU") may begin working at the Tribe's Class III facility prior to certification by the SGA.
4. For purposes of this MOU, "minimum requirements" shall mean that the applicant is not on probation and that s/he has none of the following: pending charges, outstanding warrants or criminal judgments, felony convictions, misdemeanor convictions within the last 10 years.

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5. If an applicant's initial criminal background check meets the minimum requirements, the TGA may issue a pre-certification license, pending final certification from the State Gaming Agency ("SGA"). Said license allows the applicant to work in the Tribe's Class III gaming facility only after the application packet described in Paragraph 2 has been sent to the SGA for certification.
6. The parties agree that the pre-certification license shall become null and void and that the Tribe shall immediately cease to employ the applicant if the SGA raises an objection, with cause, to the application. Said objections shall include, but not be limited to, the items identified in Paragraph 4 above.
7. The parties further agree that a pre-certification license from the Tribe shall become null and void upon either the issuance of State certification or upon the issuance of a notice of the State's intent to deny certification, in accordance with the provisions of the Compact.
8. This MOU shall remain in effect unless and until such time as either party notifies the other of an intent to terminate the agreement, or to request a change in the provisions set forth herein.
9. Should either party wish to terminate this MOU or to change a provision herein, 60 days written notice shall be provided to the other party. If no subsequent MOU is reached within 60 days, then the parties shall follow the temporary certification process contained in the Compact at section V(K).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

  
Ben Bishop  
Executive Director, WSGC

  
Date

  
Gerry Keegel, Director  
Tribal Gaming Commission

  
Date

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